



Suzanne Henderson

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVERS' LICENSE NUMBER

**AMENDMENT OF DESCRIPTION AND RATIFICATION
OF OIL AND GAS LEASE**

STATE OF TEXAS }

COUNTY OF TARRANT }

WHEREAS, **James P. Tant**, as Lessor heretofore executed an Oil, Gas And Mineral Lease, dated October 20, 2006, to **Fort Worth Energy Co., L.P.**, as Lessee, and recorded on November 28, 2006, as Document D206372147, Official Public Records of Tarrant County, Texas covering the following described lands, located in Tarrant County, Texas, to wit:

See Exhibit "A" attached hereto and made a part hereof for a complete description

AND WHEREAS, said description is incomplete and indefinite as to legal description, and the lands intended to be covered are more accurately described as follows:

8.353 acres of land, more or less, of a called 4.879 acres of land, situated in the J. Ashbury Survey, A-10, Tarrant County, Texas, and being more particularly described in that certain Warranty Deed dated June 3, 2004, from Archer-Daniels-Midland Company, a Delaware Corporation, to James P. Tant, as recorded at Document No. D204178419, Official Public Records, Tarrant County, Texas.

AND WHEREAS, provision on lease states: "2. This is a paid up lease and subject to the other provisions herein contained, this lease shall be for a term of three (4) years from this date (called "primary term") and as long thereafter as oil, gas or other mineral is produced from said land or land with which said land is pooled hereunder."

NOW THEREFORE, not withstanding anything to the contrary, it is the desire of the Lessee and Lessor to amend the provision in the lease to state as follows:

2. This is a paid up lease and subject to the other provision herein contained, this lease shall be for the term of four (4) years from this date (called "primary term") and as long thereafter as oil, gas or other mineral is produced from said land or land with which said land is pooled hereunder.

WHEREBY, provision on lease states: "Notwithstanding anything to the contrary in the lease, Lessee agrees there shall be no drilling or surface operations on the leased premises."

NOW THEREFORE, not withstanding anything to the contrary, it is the desire of the Lessee and Lessor to amend the provision in the lease to state as follows:

It is hereby agreed and understood that there shall be no drilling activities on the surface of the leased premises without the prior written permission from the surface owner of, Tract II the applicable portion of the leased premises.

AND WHEREAS, the lease and all rights and privileges thereunder are now owned and held by **XTO Energy Inc.**, a Delaware Corporation.

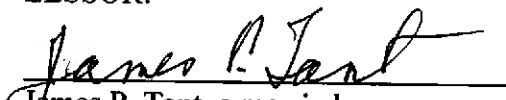
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EXCEPT as otherwise amended the above described lease is and shall remain in full force and effect as written in accordance with its terms and conditions, and the undersigned Lessors recognizes said lease as a valid and sustaining Oil and Gas Lease.

AND, for the same consideration recited above, I or we, the undersigned, jointly and severally, does hereby adopt, ratify and confirm The Lease, and all of its provisions, except as herein modified and amended, and does hereby grant, lease, and let to the Lessee therein or its successors and assigns, any and all interest which I, or we, now have, or may hereafter acquire, either by conveyance, devise, inheritance or operation of laws, and whether vested, expectant, contingent or future, in and to the lands described therein, in accordance with each and all of the provisions contained in The Lease and all of its provisions, as amended, are binding on the undersigned and is valid and subsisting Oil and Gas lease and this agreement shall extend to and be binding upon the heirs, executors, administrators, successors, and assigns of each of the undersigned.

IN WITNESS WHEREOF, this instrument is executed on this the respective date of the Acknowledgment below, but shall be effective, however, as of October 20, 2006.

LESSOR:


James P. Tant, a married man

ACKNOWLEDGMENT

STATE OF TEXAS }
COUNTY OF TARRANT }

This instrument was acknowledged before me on the 7 day of July, 2009
by James P. Tant, a married man.


Notary Public, State of Texas

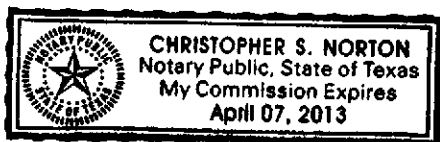


EXHIBIT "A"

Exhibit to Oil and Gas Lease between James P. Tant and Fort Worth Energy CO., L.P.
dated October 20, 2006.

Tract I:

Lots 1 through 5 in Block 1 of Worth Heights Addition to the City of Fort Worth, in Tarrant County, Texas; that portion of former Ripy Street (Biddison Street) from the easterly right of way of the M.K. & T. Railroad to the west line of Alice Street closed by Commissioner Court of Tarrant County, Texas Minutes recorded in Book 25, page 478 of the Commissioner Court Minutes and also recorded in Volume 1165, page 373 of the said Deed Records; all of Lots 1 through 6 in Block 18, Lots 1 through 8 in Block 19, the westerly 75 feet of Lots 1 through 11 in Block 20 of said Worth Heights Addition to the City of Fort Worth in Tarrant County, Texas, as said Lots appear upon the said map recorded in said Volume 204-A, page 150 of the said Deed Records; that portion of former Alice Street north of the north line of Dickson Street to the south line of former Butler (Martin) Street closed by City of Fort Worth Ordinance No. 1162, dated August 24, 1926 and that portion of Butler (Martin) Street from the easterly right of way of M.K. & T. Railroad to the west line of Alice Street closed by Commissioner Court of Tarrant County, Texas, recorded in book 25, page 562 of the said Commissioner Court Minutes;

Beginning at a 1" iron for the northeast corner of said Lot 1 in Block 1 for the intersection of the south line of Biddison Street (Asberry Street) and the west line of said Alice Street;

Thence south, along the east line of said Lots 1, 2, 3, 4 and 5 for the said west line of Alice Street, passing at 550 feet a 1" iron for the southeast corner of said Lot 5 for the intersection of the said west line of Alice Street and the north line of said former Ripy Street closed by said Commissioner Court, continuing along the east line of said portion of former Ripy (Biddison) Street at 600 feet passing a 1" iron for the northeast corner of said Lot 1 in Block 18 for the intersection of the south line of said former Ripy (Biddison) Street and the west line of said Alice Street and continuing south, along the east line of said Block 18 and said west line of Alice Street, in all 1200 feet to a 1" iron for the northeast corner of said Lot 1 in Block 19 and the southeast corner of said portion of former Butler (Martin) Street closed by said Commissioner Court;

Thence east, to and along the north line of said Lot 1 in Block 20 and the south line of Butler (Martin) Street, 125 feet to a P.K. nail in asphalt for the northwest corner of the tract described in the deed to the City of Fort Worth recorded in Volume 1018, page 76 of the said Deed Records;

Thence south, along the west line of said City of Fort Worth tract, 549-46/100 feet to a 5/8" iron in the south line of said Lot 11 in Block 20 and the north line of Dickson Street for the southwest corner of said City of Fort Worth tract;

Thence west, along the south line of said Lot 11, to and along the south terminus of former Alice Street, to and along the south line of said Lot 8 in Block 19 and said north line of Dickson Street, 234-2/10 feet to a 5/8" iron for the southwest corner of said Lot 8 in Block 19 in the east line of said Railroad right of way;

Thence north 2 degrees 27 minutes 58 seconds east, along the west line of said Block 19, to and along the west line of said former Butler (Martin) Street closed by said Commissioner Court, to and along the west line of said Block 18, passing at 1150-53/100 feet a 60d nail in cross tie for the northwest corner of said Lot 1 in Block 18, for the intersection of the said south line of said portion of former Ripy (Biddison) Street along the west line of said former Ripy (Biddison) Street, 1200-57/100 feet, passing a 1" iron for the southwest corner of said Lot 5 in Block 1

and along the said east right of way line of the said M. K. & T. Railroad, in all 1751-08 feet to a 1" iron for the northwest corner of said Lot 1 in Block 1 in the said south line of Biddison Street;

Thence east, along the north line of said Lot 1 in Block 1 and said south line of Biddison Street, 33-85/100 feet to the place of beginning and containing 193,812 square feet, more or less.

Tract II:

Lots 9, 10 and 11 in Block 17 of Worth Heights Addition to the City of Fort Worth in Tarrant County, Texas as said Lots appear upon the map recorded in volume 204-A, page 150 of the Tarrant County Deed Records;

Beginning at a 1" iron for the southwest corner of said Lot 11 for the intersection of the north line of Butler Street and the east line of Alice Street;

Thence north, along the west line of said Lots 11, 10 and 9 and said east line of Alice Street, 150 feet to a 1/2" iron for the northwest corner of said Lot 9;

Thence east, along the north line of said Lot 9, a distance of 125 feet to a galvanized spike in asphalt for the northeast corner of said Lot 9;

Thence south, along the east line of said Lots 9, 10 and 11, a distance of 150 feet to a mark "Y" on concrete for the southeast corner of said Lot 11 in the said north line of Butler Street;

Thence west, along the south line of said Lot 11 and said north line of Butler Street, 125 feet to the place of beginning and containing 18,750 square feet, more or less.